

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JAMES RIVER INSURANCE
COMPANY, an Ohio corporation,

Plaintiff,

v.

CURBSTAND, INC., a California
corporation; EDGARDO DE LOS
SANTOS MACIAS, an individual,
SHAD WHITTEN, an individual,

Defendants.

Case No. 2:22-cv-06281-RGK

JUDGMENT

Having considered the stipulation of plaintiff James River Insurance Company ("JAMES RIVER") and defendants CURBSTAND, INC. ("CURBSTAND") and EDGARDO DE LOS SANTOS MACIAS ("MACIAS") (collectively, CURBSTAND and MACIAS are referred to herein as the "CURBSTAND PARTIES") as well as the January 3, 2023 Order dismissing defendant Shad Whitten ("WHITTEN") from the within action contingent on WHITTEN's agreement to be bound by any judgment that may be entered against the CURBSTAND PARTIES [ECF 27], and

1 **WHEREAS** on September 2, 2022 plaintiff JAMES RIVER filed its
 2 Complaint for Declaratory Relief [ECF 1] in this matter; and

3 **WHEREAS** the CURBSTAND PARTIES have considered the
 4 coverage position taken by JAMES RIVER and have agreed that JAMES
 5 RIVER may have judgment in its favor in the within action in exchange for
 6 a waiver of JAMES RIVER's right to reimbursement for attorney's fees and
 7 costs incurred in defense of a lawsuit styled *Shad Whitten v. Curbstand,*
 8 *Inc. et al.*, Los Angeles County Superior Court Case No. 21STCV46323
 9 (the "*Whitten* Action") and other good and valuable consideration; and

10 **WHEREAS** JAMES RIVER's waiver of the right to reimbursement is
 11 contingent upon the CURBSTAND PARTIES' assumption of the defense
 12 of the *Whitten* Action; and

13 **WHEREAS** as part of the resolution of this mater, the CURBSTAND
 14 PARTIES expressly waive the right to appeal any Judgment entered
 15 pursuant to this Stipulation; and

16 **WHEREAS** on December 29, 2022 JAMES RIVER and defendant
 17 WHITTEN filed a Stipulation and Order [ECF 25] whereby JAMES RIVER
 18 agreed to dismiss WHITTEN from the within action without prejudice in
 19 exchange for an agreement by WHITTEN to be bound by any judgment
 20 that may be entered against the CURBSTAND PARTIES; and

21 **WHEREAS** on January 3, 2023, the Court issued an Order
 22 dismissing WHITTEN from the within action contingent on WHITTEN's
 23 agreement to be bound by any judgment that may be entered against the
 24 CURBSTAND PARTIES [ECF 27]

25 **IT IS HEREBY ADJUDGED AND DECREED** as follows:

26 1. JAMES RIVER shall have judgment on the First, Second,
 27 Third, and Fourth Claim for Relief in the Complaint against the
 28 CURBSTAND PARTIES, to the effect that JAMES RIVER never had a

1 duty to defend the *Whitten* Action and never had a duty to indemnify the
2 CURBSTAND PARTIES for the claims alleged in the *Whitten* Action; and

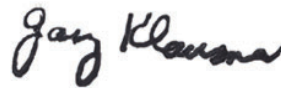
3 2. The Sixth Claim for Relief for Reimbursement of the Complaint
4 is dismissed with prejudice as to all defendants in consideration of the
5 CURBSTAND PARTIES assumption of their own defense in the *Whitten*
6 Action; and

7 3. Pursuant to the Court's January 3, 2023 Order, JAMES RIVER
8 shall have Judgment against WHITTEN as to the Fifth Claim for Relief;
9 and

10 5. Neither the CURBSTAND PARTIES nor WHITTEN shall take
11 anything by way of this Judgment; and

12 6. Each of the Parties expressly has waived any contention that it
13 is entitled to recover any attorney's fees or costs from the other, whether
14 as a "prevailing party" or otherwise. Accordingly, each of the Parties shall
15 bear its / his own attorney's fees and costs.

16
17 Dated: January 30, 2023



UNITED STATES DISTRICT JUDGE